

Contract no. 1632

AGREEMENT  
Between  
TOWN OF HAMMONTON  
AND  
WASTEWATER TREATMENT PLANT EMPLOYEES  
ASSOCIATION

EFFECTIVE DATE:

January 1, 1992

up to and including  
December 31, 1993

LIBRARY  
INSTITUTE OF MANAGEMENT  
RUTGERS UNIVERSITY  
OCT 14 1992

PREAMBLE

This Agreement, entered into by and between the Town of Hammonton a Municipal Corporation in the County of Atlantic of the State of New Jersey, hereinafter referred to as the "Town" and the Hammonton Wastewater Treatment Plant Employees Association, hereinafter referred to as the "Association" represents the complete and final understanding on bargainable issues between the aforementioned parties.

WITNESSETH

Whereas, this Agreement is designed to promote and maintain a harmonious relationship between the Town of Hammonton and its employees who are within its provisions in order that a more efficient and progressive public service may be rendered by both and;

Whereas, the well-being of employees and efficient administration of the Town are benefited by providing a clear statement of the contractual rights of employees;

Now, therefore, the parties hereto agree as follows:

Article 1RECOGNITION

Pursuant to the Public Employment Relations Commission Docket No: CO-H-92-11, the Town recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining negotiations for all Wastewater Treatment Plant Employee's of the Town of Hammonton, excluding all supervisors and all other employees as defined in the Act, all white collar employees, professional employees, managerial executive employee, confidential employees police officers and craft employees and all Highway Department employees.

ARTICLE 2MANAGEMENT RIGHTSSection 1

The Town, in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limited to the following rights:

- a. The executive management and administrative control of the Town Government and its properties, facilities, and the activities of its employees;
- b. To hire all employees and, subject to the provisions of law, to determine their qualifications.
- c. To establish conditions for continued employment, or assignment and to promote and transfer employees and to make and modify all reasonable work rules in connection therewith;
- d. To suspend, demote, discharge or take other disciplinary action for good and just cause.

Section 2

The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Town, the adoption of policies, rules, regulations and practice in furtherance

thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section 3

Nothing contained herein shall be construed to deny or restrict the Town of its rights, responsibilities and authority under N.J.S.A. 40A:1 et. seq. or any other nation, state, county or local laws.

ARTICLE 3

ANTI-DISCRIMINATION

Neither the Town or the Association shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, marital status, sex or by reasons of Association membership or non membership, discriminate against any person who is qualified and available to perform the work to which the employment relates.

Section 1 Inspections

Authorized representatives of the Association shall be permitted to inspect at reasonable times all Town facilities for the purpose of investigating grievances. The availability of all openings for permanent positions in this bargaining unit will be posted upon the bulletin board for a period of thirty (30) days.

Section 2 Inspection of Payroll Records

Whenever a complaint is made concerning the wages, vacations and/or holidays of an employee, the complaining employee shall have the right to make reasonable inspections of employer's payroll and time records during the Grievance Procedure.

Section 3 Association Representative

The Town recognizes the right of the Association to designate a representative. The authority of representative so designated by the Association shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Towns designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues and fees when authorized by Association resolution.
3. The transmission of such messages and information which shall originate with and are authorized by the Association or its officers provided such messages and information:
  - a. have been reduced to writing;
  - b. or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Town's business.

#### Section 4 Investigation of Grievances by Representatives

Representatives shall be permitted to investigate, present and process grievances on the property of the Town without loss of time or pay. Such time spent in handling grievances shall be considered working hours to be compensated at the employees regular hourly rate of pay.

The time spent in processing grievances shall not be unreasonable, and the supervisor may limit the time so spent.

#### Section 5 Pay for Time

Whenever the Representative is required to attend any grievance hearing or negotiating meeting attended by representatives of the Town and the Association, he/she shall be compensated by the Town. The Representative shall not be paid where the grievance in question involves him as a principal, as distinguished from his/her appearing in his/her representative capacity.

A Representative shall be compensated only when his/her attendance is required.

#### Section 6 Reserved

ARTICLE 5 Reserved

ARTICLE 6 Reserved

ARTICLE 7SENIORITYSection 1

Seniority is defined to mean the accumulated length of continuous service with the Town, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician. All seniority shall be lost and employment terminated if any of the following occur:

- a. discharge with cause as set forth in Article eleven (11) immediately;
- b. resignation;
- c. failure to return immediately upon expiration of authorized leave;
- d. absence for five (5) consecutive working days without leave or notice;
- e. engaging in any other employment during a period of leave of absence;
- f. employees who have been on layoff status in excess of two (2) years.

Seniority rights for employees shall prevail at all times.

## Section 2 Seniority Rank and Posting

Full time employees shall have seniority rights over Part time employees. Part time employees shall be those employees who work twenty (20) hours or less in any calendar week and furthermore, shall be restricted from working in excess of twenty (20) hours in any calendar week, with the exception of an emergency as determined by the Department Head. Once each year, during the month of January, the Town shall compile and submit to the Association in writing and then post in a conspicuous place, a seniority list or lists from regular payroll records. Any employees hired after said posting shall have their names added to this list, in order or date of hiring, and the Association shall be notified of such addition. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance within thirty (30) days after posting after which the list shall become binding. After an employee has worked for the Town for at least ninety (90) days said employee shall gain seniority status, his seniority date on the seniority list shall revert to the first day of his employment. Nothing in this Section shall apply to employees; (1) hired as temporary help under the Clean Communities Act (2) assigned to Hammonton by a Court in lieu of a fine or incarceration or (3) those assigned to the Town as part of a grant or Youth Program by the County, State or other entity who is paying the salary either wholly or in part.

### Section 3 Probationary Period

Each employee of the Town who becomes a new member of this bargaining unit shall be subject to a probationary period of employment during which time said employee may be discharged by the Town with or without cause. The length of this probationary period shall be ninety (90) calendar days from the date of employment by the Town.

### Section 4 Job Openings or Vacancies

- A. Subject to New Jersey Department of Personnel regulations all openings or vacancies i.e. provisional appointments, shall immediately be posted by the Town on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. At the end of that period, the position shall be awarded and become effective on the Monday of the week following the conclusion of the posting period. Any employee wishing to apply for the opening or vacant position may do so.
- B. All provisional openings or vacancies shall be filled by employees according to seniority within the Department. If no such other employee is available, employees within the unit shall fill the vacancy according to seniority. Subject to Department of Personnel Rules and Regulations. Each employee shall have a sixty (60) day qualification period subject to the conditions stated hereafter. If during or, at the end of the qualifying period, the Town feels that the employee is not qualified, they shall then furnish substantial evidence to the Association to substantiate this claim. Any employee so disqualified or voluntarily gives up the promotion, transfer or demotion shall be allowed to resume his/her former position without penalty. In the event the employer may not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such position from other sources.

## ARTICLE 8 LAYOFF AND RECALL

### Section 1 Notice of Layoff Without Cause

The Town agrees to give forty five (45) days notice, whenever making permanent layoffs, without cause, to the Association and the Representative. Notice must be given in writing. Where such required notice is not given, the Town shall pay the employee forty five (45) days wages in lieu thereof.

### Section 2 Notification of Recall

The Town, when recalling laid-off employees, shall recall on the basis of seniority and shall send a registered letter to the employees last known address (as indicated) on the employee's record and the employee shall have three (3) days from receipt of such notice to respond to such recall notice. If the employee fails to report to work within a seven (7) day period, he/she may be terminated. If he/she then is rehired he/she shall be considered a new employee without his/her former seniority.

## ARTICLE 9 RESIGNATION

### Section 1

If an employee gives two (2) weeks notice when he/she intends to resign, he/she shall be paid for any accrued vacation time, pro-rated for the current year. Longevity shall be pro-rated for the current year, if applicable.

### Section 2

If the employee does not give the proper two (2) weeks notice of his/her intention to resign, he/she automatically forfeits any entitlement under Section 1 above.

## ARTICLE 10 LAYOFF OR DISCHARGE FOR OTHER THAN GOOD CAUSE SHOWN

### Section 1

If an employee is laid off for more than six (6) months, he/she is to be paid for any earned accumulated vacation time pro-rated for the current year in addition to the following schedule:

1. One (1) through five (5) years of service one (1) week severance pay.
2. Six (6) through ten (10) years of service two (2) weeks severance pay.
3. Eleven (11) through fifteen (15) years of service three (3) weeks severance pay.
4. Sixteen (16) or more years of service four (4) weeks severance pay.

### Section 2

If an employee is discharged for cause, the Town shall determine whether or not he/she shall be paid for any earned accumulated vacation time depending upon the circumstances of his/her dismissal.

ARTICLE 11 RESERVED

ARTICLE 11a LIABILITY & FALSE ARREST INSURANCE

Section 1 The Town agrees to cover all employees with Employee Performance Liability Insurance.

Section 2 Whenever an employee is a defendant in any action or legal proceeding arising out of, or incidental to, the performance of their duties, the Town shall provide said employee with legal representation for such action or proceeding. This does not include legal representation for their defense in a disciplinary hearing instituted against an employee by the Town or in a criminal proceeding instituted as a result of a complaint on behalf of the Town. If any such disciplinary or criminal proceeding instituted by or on complaint of the Town shall be dismissed or finally determined in favor of the employee, the employee shall be reimbursed for the expense of defense.

Section 3 Whenever the Town has provided for the defense of an employee in any action or legal proceeding, and it is ultimately determined by a Court of law or other body or individual having authority to render such a decision, that the employee acted with malice or specific intent, and outside the scope of performance of their duties, the Town having no liability, the Town may recover from the employee the reasonable cost of providing the employee the legal representation.

## ARTICLE 12 DISCIPLINE AND DISCHARGE

Section 1 No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Association from investigating any dismissal or suspension and resorting to the Grievance Procedure where the employee is not subject to Department of Personnel regulations provided in this Agreement. Until the case has been discussed with the Representative in matters not covered by the Department of Personnel regulations, no employee may be dismissed or suspended, except where the provisions of this section provide for immediate dismissal or suspension. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the Employer shall not receive any credits for wages or compensation earned by the employee while he/she was out of the Employer's employ. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard. Except in the case of immediate suspension with intent to dismiss for the causes set forth below, no employee may be

dismissed or suspended for his/her first offense but shall receive at least one written warning for each different offense.

The parties agree that causes for immediate suspension with intent to dismiss without first discussing the matter with the Representative shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage or walkout.
2. Drunkenness, proven during working hours, or being under the influence of drugs or alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his Employer or his Employer's representative during working hours.
5. Willful conduct intended to damage equipment or injure fellow employees or third parties.

In each instance, the Employer shall promptly notify the Association of the action taken in writing.

Warning Notices

The warning notice shall not remain in effect for a period of more than one (1) year from the date of such warning notice. However, the letter will remain in employees file.

Section 2 The Town may, upon written notice to an employee or prospective employee, require the noticed individual to submit to a drug/alcohol screening test, to be arranged by the Town at the offices of a licensed physician and/or laboratory. All results from the test shall be placed in the employee's file. The Town may use the results of the Test to invoke the provisions of the aforementioned section, or to deny employment to a prospective employee.

## ARTICLE 13 GRIEVANCE PROCEDURE

### Section 1 Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. The Representative may be present at all levels of the grievance procedure.

### Section 2 Definitions

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting the terms and conditions of employment, or this Agreement and shall be raised by an individual, or the Association on behalf of an individual or group of individuals.

### Section 3 Steps of the Grievance Procedure

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

### Section 3a Step One

An informal meeting shall be held between the representative, the aggrieved and the aggrieved supervisor within ten (10) working days of knowledge of the occurrence giving rise to the grievance. If no satisfactory resolution of this grievance can be made the grievance shall be put in writing and submitted to step two.

### Section 3b1 Step Two

A meeting between an official of the Association with the representative and the aggrieved in conference with the Mayor and the Councilpersons in charge at a mutual time to be fixed by the Mayor or his designated representatives and the Association official should be scheduled within ten (10) days. Should no acceptable agreement be reached within an additional ten (10) working days, of the meeting, then the matter may be referred to arbitration by the Town or the Association only, where the Department of Personnel does not have or declines jurisdiction.

### Section 3b2

Either the Association or the Town may have witnesses whose testimony is relevant at any meeting. Any witnesses attendance will be limited, however, to the time required to present his testimony.

A witness may only testify on matters specifically relevant to the subjects of the grievance.

Section 3b3

Nothing herein shall be construed to deny to any individual employee his/her rights under New Jersey Department of Personnel laws or regulations. In the event the aggrieved elects to pursue current Department of Personnel rules for a remedy to his/her grievance, then no recourse to arbitration will be available and his grievance will be withdrawn.

Section 3c Step Three

Section 3c1

In the event the grievance has not been resolved at Step Two, either party may, within thirty (30) calendar days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey State Board of Mediation.

Section 3c2

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The decision of the arbitrator shall be final and binding on all parties. In formulating his decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

Section 3c3

The costs for the services of the arbitrator shall be borne equally between the Town and the Association. Any other expenses

incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

Section 3c4

The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

Section 3c5

No response at any Step in this procedure by the Town or its agents shall be deemed to be a negative response upon the termination of the applicable time limits the grievance may proceed to the next step. Time limits may be extended by the parties by written mutual agreement.

Section 3c6

Group grievances, which shall be defined as those affecting "substantially" all of the members of the Association shall be filed by the Association and by the Association only at Step Two.

## ARTICLE 14 LEAVES OF ABSENCE WITHOUT PAY

### Section 1 Personal

Upon written request of an employee, leaves of absence without pay, without loss of seniority and without accrual of payment of fringe benefits shall, at the Town's discretion, be granted to an employee who has established valid justification for such leave. The Town will endeavor to grant such leaves of absence in a consistent manner. Such a leave of absence shall not exceed six (6) months unless extended at the discretion of the Town. It is to be noted it is the policy of the Town of Hammonton to pay full benefits for health insurance up to three months in one year. If the employee is granted a leave of absence for more than three months, or if the employee accumulates leave of three months in one year, it will be the responsibility of the employee to assume full payment of health benefits on the Employer's policy. At the end of approved leave, if employee resigns or is terminated for any reason, under the Federal Cobra act, employee may continue the same or lesser coverage, at his/her full expenses up to eighteen (18) months. Nothing in this contract shall limit the right of Mayor and Council to seek the recommendation of the Department Head regarding approval of such leaves.

### Section 2 Medical

Employees may be granted a leave of absence without pay and without loss of seniority for medical reasons. Such leave shall be for the duration of the illness or injury. The employer shall continue to provide health coverage as outlined above.

## ARTICLE 15     SICK    LEAVE

### Section 1

Employees in the bargaining unit shall be allowed paid sick leave which shall be earned at the rate of one and one quarter days per month for each month of employment up to a maximum of fifteen (15) days in any year. Sick leave days shall be accumulated without limitation so long as an employee is on the active payroll.

### Section 2

Sick leave is defined as temporary inability to perform one's duties by reason of illness, injury or disease.

### Section 3

Employees shall be required to present evidence of illness or injury, not job related, after five (5) consecutive days leave or a total of ten (10) days leave in one (1) calendar year have occurred at the employee's own expense. The Town shall have the right to demand a second opinion certificate from the Town's doctor, which must be secured from the Town's doctor or the Town's insurance carrier's authorized doctor, but if such a demand is made, the Town must pay for the second opinion doctor's bill.

#### Section 4

In the event of work-related illness or injury, the employee shall retain his rights pursuant to the Worker's Compensation Act and not be required to utilize his/her sick leave for any lost time compensated for by Workers Compensation. As a clarification if an employee is injured and out of work for seven (7) days, sick days will be utilized. If, however, the injury is so severe as to require the employee to be out more than eight (8) working days, workers compensation will pick up from the first day out and no sick leave will be used.

#### Section 5

Employees shall not be compensated for any and all unused accumulated sick leave upon retirement from said employment unless said employee has twenty five (25) years of service with the Town of Hammonton. He/She shall then be entitled to seventy-five percent (75%) of his/her unused sick leave up to a maximum of \$10,000.00, as per Ordinance #2-1980, of the Town of Hammonton.

## ARTICLE 16 FUNERAL LEAVE

### Section 1

When a death occurs in the immediate family of any employee such employee shall be granted three (3) consecutive working days leave without loss of pay. This is approved under ORDINANCE #11-1989. Proof of death will be required.

### Section 2

An employee's immediate family shall be considered as husband, wife, son, daughter, mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, step-father, step-mother, step-child (to include foster child residing in the employee's home) and grandchildren.

## ARTICLE 17 JURY DUTY

An employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall suffer no loss of salary.

- a. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service;
- b. This section does not apply where an employee voluntarily seeks jury service;
- c. No reimbursement of wages will be made for jury service during holidays or vacations.

## ARTICLE 18 BULLETIN BOARD

The Town shall provide the Association with a 3' x 3' bulletin board to be attached to a wall in the sewer department facility for the purpose of posting of notices relating to Association meetings and official business only.

## ARTICLE 19 SANITARY CONDITIONS

The Town shall maintain sanitary conditions, in good repair for its employees, such as toilets and hot and cold running water. Said facilities shall be available to both male and female employees.

## ARTICLE 20 WORK PERFORMED BY COVERED EMPLOYEES

All work performed in any classification covered under this Agreement shall be performed solely by employees covered under this Agreement; and no work under any classification covered by this Agreement shall be performed by either the Employer or the Employer's representatives. Nothing in this provision shall prevent temporary use of the Town employees, temporary employees or court assigned employees, Supervisors or Department Heads to fulfill any function in time of emergency.

## ARTICLE 21 SEVERABILITY OF AGREEMENT

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 25 CLOTHING AND UNIFORMS- WASTEWATER TREATMENT PLANT

Section 1 The Town at its own expense shall furnish all employees covered under this agreement uniforms. Uniforms shall be supplied, maintained and cleaned, via an outside vendor who shall provide 9 sets of uniforms-seasonally, such that the employee has a clean change daily.

Section 2 The Town shall supply all employees with foul weather suits and boots and gloves, replaced on a fair wear and tear basis.

## ARTICLE 26 VACATIONS

### Section 1

Employees shall be entitled to annual paid vacation leave credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous service. If employee uses full years vacation and for any reason is terminated before the end of the year, employee agrees to reimburse any vacation days paid for but unearned.

#### a. From Date of Hire

Up to the end of the first calendar year employees shall receive one working day for each month of service. Thereafter, employees shall receive paid vacation leave as follows:

- b. From the beginning of the first full calendar year of employment and up to ten (10) years of continuous service, twelve (12) working days;
- c. After ten (10) years of continuous service and up to twenty (20) years of continuous service, fifteen (15) working days;
- d. After twenty (20) years of continuous service twenty (20) working days.

Section 2

An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.

Section 3

Vacation leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

Section 4

Continuous service, for purposes of this section shall mean employment without actual interruption due to resignation, retirement or removal.

Section 5

Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave. All vacation leave not used by the end of the following year shall be lost for all purposes.

Sections 6 An employee who has been appointed from a special re-employment list shall be credited with any continuous service prior to the layoff in addition to continuous service subsequent to re-employment.

## Section 7

An employee who resigns shall be paid for unused earned vacation leave subject to the limitations of Section 5 above.

## Section 8

Upon death of an employee, unused vacation leave shall be paid to the employee's estate, subject to the limitations of Section 5 above or shall be otherwise owed back to the Town from the employee's estate if use exceeds that earned.

## Section 9

Employee shall be entitled to take their vacation entitlements in increments of one (1) working day, with approval of Department Head.

## Section 10

Vacations shall be granted according to seniority with the Department Head approval. Once approved and scheduled by the Department Head, seniority shall not prevail.

## ARTICLE 27 COMPENSATION TO SURVIVORS

### Section 1

In the event of any employee's death, his/her estate or legal representatives shall be paid for all accumulated unpaid holidays, vacation leave, subject to Article 26, Section 6, and compensatory time accrued pursuant to the terms of this Agreement at the rate of pay earned by such deceased employee at the time of his death.

### Section 2

Employees shall receive pay for all pro-rated accumulated, unused holidays, subject to Article 26, Section 5, vacation leave, and compensatory time in the event of retirement or termination from the Town's employment. Any employee who is discharged pursuant to Article 12 shall not be entitled to benefits under this provision.

## ARTICLE 28 TRAVEL EXPENSES

In connection with their official duties, employees shall be reimbursed at the rate of twenty six cents (26) per mile for all approved travel expenses while using a personal vehicle and shall be reimbursed for travel from the Town's Municipal Building to their destination in connection with their official duties.

## ARTICLE 29 SERVICE RECORDS

Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment with the Custodian of these records. The request must be made in writing, at least 24 hours prior to the appointment time desired.

## ARTICLE 30 RULES, REGULATIONS AND SAFETY CODES

The Town may establish such reasonable Rules, Regulations and Safety Codes as it deems necessary to the ongoing operation of the Town functions.

The Association and the Town agree that the employees covered by this Agreement shall receive fifteen (15) days advance notice of the contents and effective date, of the Town's Rules, Regulations and Safety Codes and amendments and revisions thereto and that said employees and their supervisors shall abide by the provisions thereof.

### Safety Committee

A safety committee, comprised of one representative of the Employer from each division and one employee representative designated by the Association from each Division shall meet once a month to discuss and make recommendations to the Town on matters relating to job safety. Minutes of these meetings shall be disbursed to the Safety Coordinator of the Town of Hammonton and be kept in a separate safety file.

### Report of Defective Equipment

An employee shall promptly report all defects in equipment. The report shall be in writing, on a form supplied by the Employer, and a copy shall be retained by the employee. The Town shall supply protective clothing and protective equipment necessary to perform any job task.

## ARTICLE 31 TRAINING TIME

Section 1 Employees will participate in training at the official designated place, or such other places as may be required, and the employee shall be compensated for travel expenses in accordance with the provisions of Article 28.

Section 2 The Town will use the employees on duty time to fulfill the requirement for training purposes.

Section 3 Training time is not to be interpreted as including that time spent by the superior officers with an employee reviewing reports, evaluating an employees performance, or other matters relating to an individual employee, but is intended to encompass instruction and training required by the Department as a whole or section thereof.

## ARTICLE 32 HOLIDAYS & PERSONAL DAYS

Each employee shall be entitled to two (2) personal days without giving reason therefor. Employees shall be required to give forty eight (48) hours notice to his supervisor as to the personal day he/she wishes to take. Approval for such days shall not be unreasonably denied. Personal days must be utilized by December 31 of each year. Employees shall be entitled to three (3) days off with pay in cases of severe illness of an immediate family member.

The following days shall be recognized as holidays and employees compensated for such time without the need to work:

New Year's Day	Dr. Martin Luther King Day
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
General Election Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Day

In additions thereto, all employees shall receive equal time off whenever other Town employees are granted time off in observance of any Federal, State or Local holiday, or by proclamation of Mayor and Council.

ARTICLE 33      COMPENSATION- WASTEWATER TREATMENT PLANT

Section 1      Schedule

All employees shall be compensated with an annual base salary as follows:

	<u>HIRE OR 1/1/92</u>	<u>1/1/93</u>
Sr. Sewage Plant Oper/ Sewer Repairman	30,190.00	33,157.00
Sewage Plant Oper/ Sewer Repairman	28,170.00	31,137.00
Laborer	25,000.00	28,000.00

SALARIES ARE BASED ON 2080 HOURS PER YEAR WHICH INCLUDES WEEKEND AND HOLIDAY WORKDAYS.

Town and the Association agree not to raise the issue of weekend and holiday compensation unless the total number of employees within the Association changes from 5 employees.

Total overtime for Sewer Department is \$10,000.00 for Emergency Work Only.

WASTEWATER TREATMENT PLANT - 1992 SALARY

<u>NAME</u>	<u>1992 Base</u>	<u>1992 Longevity</u>	<u>Weekend Comp.</u>	<u>Salary Inc.</u>	<u>1992 TOTAL</u>
Anthony Sbarra	30,190.	3,400.	1,467.	1,500.	36,557.
Anthony Zozone	30,190.	3,400.	1,467.	1,500.	36,557.
Joseph Cantrelle	28,170.	2,000.	1,467.	1,500.	33,137.
Jacob Franchetti	28,170.	2,400.	1,467.	1,500.	33,537.
Sal Velardi	28,170.	1,600.	1,467.	1,500.	32,737.

WASTEWATER TREATMENT PLANT - 1993 SALARY

\$1467.  
weekend  
included  
in base

<u>NAME</u>	1993 Base	1993 Longevity	Salary Inc.	1993 TOTAL
Anthony Sbarra	33,157.	3,500.	1,500.	38,157.
Anthony Zozone	33,157.	3,500.	1,500.	38,157.
Joseph Cantrelle	31,137.	2,100.	1,500.	34,737.
Jacob Franchetti	31,137.	2,500.	1,500.	35,137.
Sal Velardi	31,137.	1,700.	1,500.	34,337.

## ARTICLE 34 LONGEVITY

### Section 1

Any payments made to employees for longevity shall be in addition to any other compensation provided for herein.

### Section 2

All full-time permanent employees shall be entitled to One Hundred Dollars (\$100.00) Longevity for each year of service, or any portion of same, to be included into their total salary.

### Section 3

In computing longevity pay, the effective date shall be the anniversary date which shall be interpreted as January 1st of each calendar year.

## ARTICLE 35 HOURS OF WORK AND OVERTIME

### Section 1 General- WASTEWATER TREATMENT PLANT

The Association agrees that the Employer shall be entitled to a "Days work for a days pay". The regular work week shall consist of five (5) days of eight (8) hours each during the period Sunday thru Saturday not to exceed 40 hours in any one work week. The work day shall begin at 7:00 a.m. and end 3:30 p.m., this includes a half-hour unpaid lunch period. Any employee who is called into work, or who starts to work on any day shall be paid a minimum of 8 hours, except where the employee voluntarily leaves work for personal reasons or becomes ill, then they will be paid for hours worked. When an employee works on the weekend as part of his/her regular work week, said employee must take a day off in the week immediately preceding his/her weekend work and a day off in the week immediately following his/her weekend work so as not to exceed 40 hours in any one work week.

When an employee works on a holiday as part of his/her regular work week, said employee's work week does not exceed 40 hours. However, the employee shall receive a day off for working the holiday. This day off can be taken at any time during the calendar year subject to the approval of the Sewer Superintendent.

When an employee works on the weekend or on a holiday, his/her work schedule shall be as follows:

8:00 a.m. to 11:00 a.m. at the sewer plant;

11:00 a.m. to 3:30 p.m. on call with beeper;

3:30 p.m. to 4:30 p.m. at the sewer plant to shut down.

### Section 2 Pay Period

All employees covered under this Agreement shall be paid in full every other Friday. However, the last pay of the year shall be the last day of the year.

### Section 3 Pay Day

When the Regular pay day occurs on a holiday, the Town shall pay the employee on the regular work day immediately preceding the holiday.

#### Section 4 Statement of Earnings

Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

#### Section 5 Emergency Overtime

All employees shall be paid time and one half (1 1/2) for all hours worked over forty (40) hours per week.

#### Section 6 Saturdays

Any employee who works on a Saturday as part of emergency overtime, on other than a normal shift, shall receive time and one half (1 1/2) for all hours worked over the forty (40) hour total, with a guarantee of four (4) hours.

#### Section 7 Sundays

Any employee who works on Sunday, as part of emergency overtime, on other than a normal shift, shall receive two (2) times the hourly rate of pay for all hours worked over the forty (40) hour total, with a guarantee of four (4) hours.

#### Section 8 Holidays

Any employee who works any of the holidays stipulated in this Agreement, other than as part of their regular work week, shall receive one and one half (1 1/2) times his/her regular rate of pay over the forty (40) hour total, with a guarantee of four (4) hours plus the holiday pay. If this holiday is the normal work day scheduled then one holiday is due and no overtime will be compensated.

### Section 9 Overtime

Work shall be distributed as equitably as possible among all employees who have been given a reasonable notice (2 hours) that overtime will be worked, except in cases of emergency.

### Section 10 Compensation Time

All employees shall receive pay for all hours worked at appropriate rates set forth. Employees shall be paid the "comp time" in full at the next scheduled pay day, if all information regarding overtime is given to the office of the Town Clerk/Administrator the Monday preceding the pay day. It will then be taken to the Mayor and Council to be approved at the next regular Council Meeting. The only time overtime will be held until Mayor and Council approves same first is if the amount exceeds the bargained amount set forth by this agreement. There shall be no compensation time, except where the overtime of the bargaining unit exceeds a gross total of that bargained for in any calendar year as agreed upon in this contract for the calendar year. The Employer may then pay the appropriate overtime or issue compensation time of equivalent hours to hours for pay for overtime at his/her option. (i.e. one (1) hour work at time and one half (1 1/2) equals one and one half hours comp time.

Section 11 In the event that an employee is required to remain at work following the end of his/her regular shift as a result of a declared emergency or snow day, he/she shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service.

Section 12 Any employee called in and reporting for work in a declared emergency or snow day within one (1) hour prior to the time to report shall receive one (1) hour pay in addition to any other earnings for that day.

Section 13 FINISHED DAYS WORK - WASTEWATER TREATMENT PLANT

When a Wastewater Treatment Plant employee has completed a days work and has left the Town premises he/she shall be "Off Duty". In the event that a employee is recalled to work he/she shall be compensated at one and one half (1 1/2) times the applicable hourly rate of pay with a guarantee of two (2) hours. Employees shall not be required to work in excess of twelve (12) hours in any twenty four (24) hour period, except for snow removal and then they shall receive 4 hours rest after each 12 hours of work.

## ARTICLE 36 MILITARY LEAVE

Military leave without pay shall be granted to any employee entering extended active service in the armed forces. In addition, leave of absence for active field training in a military reserve unit shall be granted during the period of such training, without pay.

## ARTICLE 37 CONDITIONS OF WORK SAFETY

It is understood by the parties that the performing of the various job functions covered by this Agreement may involve a certain degree of inherent danger and risk. It is the Town's intent to provide safe working conditions and equipment for the protection of its employees. However, in the event that a person covered under this Agreement feels there is an imminent danger in operating a piece of the Town's equipment or completing an assigned task, he/she will immediately report such danger to his/her immediate Department Head, who shall make the final determination as to the continued operation of the equipment and completion of the assigned task. When continued operation is ordered, the employee has the right to file a grievance and to advise the Safety Coordinator of the Town of Hammonton that such danger exists. A person shall not be subject to discipline for taking such action unless they refuse to continue operation of equipment or completion of the assigned task after having been told to do so by the appropriate personnel. It is not the intent of members of the Association to use this clause for purposes of strikes, slow downs, work stoppages, or other such job actions. The Association Representative shall have the right to investigate grievances concerning unsafe equipment or dangerous tasks.

Employees must account for and maintain all the Towns tools and equipment which is specifically assigned to them.

## ARTICLE 38      HEALTH BENEFITS INSURANCE

### Section 1

The following health insurance benefits shall be provided to all full time employees and their legal dependants, by the Town at the Town's expense as per the N.J. Health Benefits Rules and Regulations of the State of New Jersey:

1. Insurance Design Administrators or U. S. Health Care
2. Prescription Plan, with a two dollar deductible for I.D.A. plan only. Prescription plan for U.S. Health care with \$5.00 deductible.
3. \$10,000.00 Life Insurance policy for employee only.
4. New Jersey State Disability Plan for employee only.

### Section 2

Employees retiring from the Town employment with twenty-five (25) years service with the Town shall receive all the benefits described in Section 1 above with the exception of numbers 3 and 4, at no cost to the retiree, for the life of the retiree.

Section 3 If the Town employs a husband and wife, and only one employee has hospitalization then in the event of the covered employees death, divorce, legal separation or termination that spouse without coverage may choose his/her hospital plan, to become effective the month of the first employees termination. This automatic coverage will be with I.D.A. as U. S. Healthcare enrollment date may conflict. Employee may then switch to U. S. Healthcare at open enrollment time.

Section 4 If the Town provides additional medical or health insurance to its other employees during the term of this contract, such additional coverage shall be afforded to the members under this contract.

Section 5 The Town shall provide legal advice and counsel to each employee, whenever said employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties. The Town shall provide said Employee with necessary means for the defense of such action or proceeding , but not for his/her defense in a disciplinary proceeding instituted against him/her by the municipality or in a criminal proceeding instituted as the result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the Town shall be dismissed or finally determined in favor the Employee, he/she shall be reimbursed for the expense of his/her defense.

If an employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation as the result of the performance of his/her duties, he/she shall be immediately warned of all of his/her Constitutional rights pursuant to the Constitutions of the United States and the State of New Jersey, and he/she shall be immediately permitted to consult with counsel of his/her own choosing prior to any questioning taking place. Reimbursement of reasonable counsel costs, if any, will be in accordance with the New Jersey Statutes and applicable case law.

## ARTICLE 39      INJURY LEAVE

### Section 1

In the event an employee becomes disabled by reason of a service connected injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she shall be entitled to full pay up to one (1) year, until able to return to work or certified as totally or partially permanent disabled upon compliance with and in accordance with the rest of this Article. In the event an employee is granted said injury leave, the Town's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability or other payments received from other sources provided by the Town subject to the one (1) year maximum set forth above.

### Section 2

Any employee who is injured, whether slight or severe, while working, MUST if physically able, make an immediate report before the end of his/her shift to his/her immediate supervisor and in the office of the Town Clerk/Administrator.

### Section 3

It is understood that the employee must file an injury report, when physically able, with his/her immediate supervisor so the Town may file the appropriate Worker's Compensation claim. Failure to so report said injury may result in the failure of an employee to receive compensation under this Article.

### Section 4

The employee shall be required to present evidence by a certificate given to him from the Town's doctor or the doctor of the Town's insurance carrier that he is unable to work, and the Town may reasonably require the employee to present such certificate from time to time.

### Section 5

If the insurance carrier's physician certifies that the employee cannot return to work, the employee shall remain on injury leave. If the insurance carrier's physician certifies the employee is unable to return to work, and if the Town does not accept the certificate of the physician designated by the insurance carrier, the Town shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Town.

### Section 6

In the event the Town appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Town appointed physician. Then the Town and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Town and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. This clause is expressly subject to the Rules of the Joint Insurance Fund.

### Section 7

The Town at its option, and upon certification by the Town appointed physician, may extend the injury leave for no more than one (1) additional year, without pay. The Town appointed physician must certify that the employee is incapable of performing his/her duties for the additional time period.

## Section 8

If the Town can prove that an employee has abused his/her privileges under this Article, the employee will be subject to disciplinary action by the Town. If the employee is found to be in violation of this article, he/she shall be subject to disciplinary action by the Town to the extent which is provided within this Agreement and any ordinance in effect governing the Town of Hammonton.

## ARTICLE 40 MATERNITY LEAVE

### Section 1

Request for a six (6) month maternity leave shall be made in writing no later than three (3) months prior to the effective date of leave. Leave will be subject to the State Leave Act.

### Section 2

Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing.

### Section 3

Such employee shall be granted earned and accumulated sick and vacation leave time, to the extent accumulated by the employee, during the time out of work, prior to and after the actual date of birth up to a maximum of six (6) months for any pregnancy.

### Section 4

Additional time, without pay, may be granted at Council's discretion for reasons of the employee's individual health, upon presentation of a doctor's certificate setting forth the necessity therefor. It is to be clearly understood that any leave of absence given will be without pay when employees accumulated sick days and vacation days due have been used.

### Section 5

Sick leave, holidays and vacation time benefits only accrue while the employee is being paid.

ARTICLE 41 RESERVED

ARTICLE 42 RESERVED

ARTICLE 43 RESERVED

ARTICLE 44 LIE DETECTOR TEST

The Town shall not, as a condition of employment or continued employment, require that an employee take a polygraph or any other form of lie detector test.

## ARTICLE 45 EDUCATIONAL ASSISTANCE

The Town shall pay up front for the cost of tuition, books and supplies for causes of continuing education provided the following: work status improvement, lead to a degree of certificate used in the work place, a general course of study providing educational credits in work-related courses of studies. Upon completion of the course with a passing grade and upon submission of other approved receipts of other approved costs, reimbursement will be made. All courses shall be first approved by the Mayor and Council. If for any reason this paid course is dropped by the employee or the employee fails to pass the course, full restitucion by the employee to the Town of Hammonton must be made.

### Section 1

The Employer is committed to the continuing education and professional development of its employees. The Association recognizes, accepts and agrees with the concept of continuing education and professional development of employees where it directly relates to the employees job.

### Section 2

An employee who obtains prior approval from the Employer to take courses which are related to employment requirements, and who complete the course with a passing grade, shall not have any out of pocket expenses in this regard and all expenses approved by the Governing Body shall be paid by the Town of Hammonton. No employee shall be eligible for reimbursement unless the employee has first obtained the permission of the Mayor and Council to attend said class.

### Section 3

The Employer shall pay for all course, books and registration fees for all courses taken by the employees which are approved in advance by the Employer. These courses shall be taken, whenever possible, so as not to conflict with regular working schedules.

### Section 4

An employee shall not have days deducted for any time spent in taking prior approved courses for the course of their work. The Employer shall pay for licenses, if those licenses are required for employees employment. If the examination or course is only offered during the regular work day, and if the employee passes the examination, no days out will be charged to the employee. An employee may take a vacation day or personnel day for an examination which is taken, but not passed. If the employee prefers to take an examination during the workday which is offered at night or fails an examination taken during the workday, the employee shall not be compensated for that time.

## Section 5

Any employee completing a course for a certificate, which certificate enhances the employees capacity to perform service for the Town of Hammonton shall be compensated, as follows:

Bachelor Degree \$400.00

Associate Degree \$400.00

Each completed course toward a Full Certificate, as it relates to the employees job and approved by the Mayor and Council; \$10.00 up to a maximum of \$400.00

Each completed credit toward a degree (Associate or Bachelor) \$10.00 up to a maximum of \$400. toward an Associate Degree and \$400. toward a Bachelor Degree. The employee will be compensated with a separate check during the month of November for all completed courses. It will be the responsibility of the employee to have the necessary paperwork submitted to the office of the Town Clerk/Administrator and Purchase Order prepared for payment. In no instance will any employee receive payment for more than one of the above categories and the highest amount will be paid.

The Mayor and Council have the right to approve or disapprove all college and certificate requests.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS AT Hammonton, New Jersey on this 27  
day of April 1992

TOWN OF HAMMONTON  
ATLANTIC COUNTY, NEW JERSEY

Charles H. Flynn  
Mayor, Town of Hammonton

ATTEST: Diane DeCicci  
Town Clerk/Administrator

HAMMONTON WASTE WATER  
TREATMENT PLANT EMPLOYEES  
ASSOCIATION

Alison Pittman

WITNESS

Anthony Zozone

ANTHONY ZOZONE

Anthony Searra

ANTHONY SEARRA

Joseph Cantrelle

JOSEPH CANTRELLE

Jacob Franchetti

JACOB FRANCHETTI

Salvatore Velardi

SALVATORE VELARDI

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